



CITY OF DURHAM

Department of Public Works  
Street Maintenance Division  
1100 Martin Luther King Jr. Parkway  
Durham, NC 27707

## Request for Proposals

Date of Issue: March 17, 2006

Title and Purpose of RFP: Engineering Firms to Conduct a Pavement  
Condition Survey on the City of Durham street system

Offerors Are Not Required To Return This Form.

Peter V. D'Orazio	<b><i>Project Manager Name</i></b>
Street Maintenance Superintendent	<b><i>Project Manager Title</i></b>
Public Works	<b><i>Project Manager Department</i></b>
Street Maintenance	<b><i>Project Manager Division</i></b>
919-560-4312	<b><i>Project Manager Telephone Number</i></b>
Peter.DOrazio@durhamnc.gov	<b><i>Project Manager E-mail</i></b>

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## **Section One**

### **Introduction and Instructions**

#### **1.01**

#### **Return Mailing Address, Contact Person, Telephone & Fax Numbers, Deadline for Receipt of Proposals**

Offerors must submit six (6) copies of their proposal, in writing, to the Public Works Department in a sealed envelope. It must be addressed as set out below.

Department: Public Works Department  
Division: Street Maintenance  
Attention: Peter V. D'Orazio  
RFP Number: None  
Project Name: Pavement Management System and Link to Centerline  
1100 Martin Luther King Jr. Parkway  
City of Durham, 27707

Proposals must be received no later than 4:00 p.m., on April 17, 2006. Fax proposals are acceptable but not encouraged. Oral proposals are not acceptable.

An offeror's failure to submit their proposal before the deadline will cause their proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

PROJECT DIRECTOR: Peter D'Orazio - PHONE # 919-560-4312 - FAX # 919-560-4340

CONTACT PERSON: Peter D'Orazio - PHONE # 919-560-4312 - FAX # 919-560-4340

#### **1.02**

#### **Contract Term & Work Schedule**

The contract term and work schedule set out herein represent the City's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award, for approximately 200 calendar days until completion.

The approximate contract schedule is as follows:

- [a] Issue March 17, 2006
- [b] Receive Proposals, April 17, 2006,
- [c] Proposal Evaluation Committee complete evaluation by May 4, 2006,
- [d] City issues Notice of Intent to Award a Contract June 8, 2006,
- [e] City issues contract June 12, 2006,
- [f] Contract starts July 1, 2006,
- [g] Contractor submits final report December 1, 2006.

## **1.03**

### **Purpose of the Request for Proposal (RFP)**

The Department of Public Works, Street Maintenance Division is soliciting proposals for updating the City of Durham's Pavement Management Survey and Link to Centerline.

## **1.04**

### **Budget**

Department of Public Works, Street Maintenance Division, estimates a budget of between \$46,000 and \$50,000 dollars for completion of this project.

## **1.05**

### **Location of Work**

The location(s) the work is to be performed completed and managed are the various paved roads in the city's street system.

## **1.06**

### **Notice Under the Americans with Disabilities Act (ADA).**

The City of Durham will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will

generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities, The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Anyone who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in the City program, service, or activity, should contact the office of Guillermo Rodriguez, RLA, ADA Coordinator, Voice: 919-560-4197 x237, TTY: 919-560-4809; guillermo.rodriguez@durhamnc.gov, as soon as possible but **no later than 48 hours** before the scheduled event.

## **1.07**

### **Required Review**

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the Purchasing Manager at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the contracting officer, in writing, at least ten days before the time set for opening.

## **1.08**

### **Questions Received before Opening of Proposals**

All questions must be in writing and directed to the issuing office, addressed to the Street Maintenance Division's, Peter V. D'Orazio. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The Public Works contact person, Peter V. D'Orazio will make that decision.

## **1.09**

### **Amendments**

If an amendment is issued it will be provided to all who were mailed a copy of the RFP.

## **1.10**

### **Alternate Proposals**

Offerors may only submit one proposal for evaluation.

Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

## **1.11**

### **Right of Rejection**

The City of Durham reserves the right to reject any or all proposals.

## **1.12**

### **City of Durham Not Responsible for Preparation Costs**

The City of Durham will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

## **1.13**

### **Disclosure of Proposal Contents**

All proposals and other material submitted become the property of the City of Durham. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the Department Head, Kathryn R. Kalb does so, and if the Department Head, Kathryn R. Kalb agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief Statement that sets out the reasons for confidentiality.

## **1.14**

### **Subcontractors**

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in their proposal the names of the subcontractors and the portions of the work the subcontractors will perform.



If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the City's request:

- [a] complete name of the subcontractor,
- [b] complete address of the subcontractor,
- [c] type of work the subcontractor will be performing,
- [d] percentage of work the subcontractor will be providing,
- [e] evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid City of Durham business license,
- [f] a written Statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information within the time set may cause the City to consider their proposal non-responsive and reject the proposal.

The substitution of one subcontractor for another may be made only at the discretion of the project director and with prior written approval from the project director.

## **1.15**

### **Joint Ventures**

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement, which identifies the principles involved, and their rights and responsibilities regarding performance and payment.

## **1.16**

### **Offeror's Certification**

By signature on their proposal, responder's certify that they comply with,

- [a] the laws of the State of North Carolina,
- [b] the applicable portion of the Federal Civil Rights Act of 1964,
- [c] the Equal Employment Opportunity Act and the regulations issued there under by the federal government,
- [d] the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government,

- [e] all terms and conditions set out in this RFP,
- [f] a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury, and
- [g] that their offers will remain open and valid for at least 90 days.

By signature on their proposal, responder's also certify that programs, services, and activities provided to the general public under the resulting contract are in conformance with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any responder fails to comply with [a] through [g] of this paragraph, the City of Durham reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

## **1.17**

### **Conflict of Interest**

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., employed by the City of Durham) and, if so, the nature of that conflict. The Durham City Council reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the responder. The City Council's determination regarding any questions of conflict of interest shall be final.

## **1.18**

### **Right to Inspect Place of Business**

At reasonable times, the City of Durham may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the City makes such an inspection, the contractor must provide reasonable assistance.

## **1.19**

### **Solicitation Advertising**

This solicitation has been advertised in the Carolina Times Newspaper and the Durham Herald-Sun newspaper.

## **1.20**

## **News Releases**

News releases related to this RFP will not be made without prior approval of the Public Information Officer, and then only in coordination with the project director.

### **1.21 Assignment**

The contractor may not transfer or assign any portion of the contract without prior written approval from the Department Head, Kathryn R. Kalb.

### **1.22 Disputes**

Any dispute arising out of this agreement will be resolved under the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court.

### **1.23 Severability**

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

### **1.24 Federal Requirements**

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

### **1.25 Equal Business Opportunity Program**

It is the policy of the City to provide equal opportunities for City contracting for small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct

its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination. This policy applies to all professional services categories.

While there are no SDBE participation goals for this project, in accordance with the Ordinance, all contractors are required to provide information requested in the “SDBE Professional Services Forms” package, which has been included with this Request for Proposals in Section 8. Proposals that do not contain the appropriate, completed “Professional Services Forms” will be deemed non-responsive and ineligible for consideration. The “Declaration of Performance,” “Participation Documentation,” Managerial Profile,” “Equal Opportunity Statement” and the “Employee Breakdown” documents are required of all contractors. In lieu of “Employee Breakdown,” contractors may submit a copy of the current EEO-1 form (corporate basis). Other forms in the package should be used as needed.

The Department of Equal Opportunity/Equity Assurance is responsible for the Equal Business Opportunity Program. All questions about “SDBE Professional Services Forms” should be referred to Deborah Giles or other department staff at (919) 560-4180.

## **SECTION TWO**

### **STANDARD PROPOSAL INFORMATION**

#### **2.01**

##### **Authorized Signature**

An individual authorized to bind the responder to the provisions of the RFP must sign all proposals. Proposals must remain open and valid for at least ninety (90) days from the opening date.

#### **2.02**

##### **Amendments to Proposals**

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received before the deadline set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline.

#### **2.03**

##### **Supplemental Terms and Conditions**

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the City's rights under any contract resulting from the RFP will be considered null and void. The City is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- [a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- [b] if the City's rights would be diminished because of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

## **2.04**

### **Discussions with Offerors**

The City may conduct discussions with offerer's for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP identified by the procurement officer. The Project Manager will only hold discussions with responder's who have submitted a proposal deemed reasonably susceptible for award. Discussions, if held, will be after initial evaluation of proposals by the review committee. If modifications are made because of these discussions, they will be put in writing. Following discussions, the Project Manager may set a time for best and final proposal submissions from those responder's with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions. Re-evaluation will be limited to the specific sections of the RFP opened to discussion by the Project Manager.

Responder's with a disability needing accommodation should contact the Project Manager before the date set for discussions so that reasonable accommodation can be made.

## **2.05**

### **Prior Experience**

In order for their offers to be considered responsive, offerors must meet these minimum prior experience requirements:

Five (5) years experience in completing pavement condition surveys of similar size and magnitude.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

## **2.06**

### **Evaluation of Proposals**

The City will use an evaluation committee to evaluate all proposals. The evaluation will be based solely on the evaluation factors set out in section seven of this RFP.

## **2.07**

### **Vendor Tax ID**

A valid Federal Tax ID must be submitted to the issuing office with the proposal or within five days of the City's request.

## **2.08**

### **City of Durham Business License & Other Required Licenses**

All organizations doing business with the City of Durham are required to comply with all state, local and federal licensing requirements. This includes obtaining a City of Durham business privilege license (if applicable). Firms selected through the RFP process will be required to demonstrate compliance with licensing requirements. All responding firms that are not currently licensed must provide proof of application for licenser and must obtain all necessary licenses before entering into a contractual agreement with the City of Durham. To obtain a Privilege License, call (919) 560-4700.

## **2.09**

### **Contract Negotiations**

After completion of the evaluation, including any discussions held with responder's during the evaluation, the City may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the City. If the City elects to initiate contract negotiations, these negotiations cannot involve changes in the City's requirements or the contractor's proposal, which would, by their nature, affect the basis of the source selection and the competition previously conducted. If contract negotiations are commenced, they will be held at a location to be determined in the City of Durham North Carolina.

The responder will be responsible for their travel and per diem expenses.

## **2.10**

### **Failure to Negotiate**

If the selected contractor

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- the contractor and the City, after a good faith effort, simply cannot come to terms,

the City may terminate negotiations with the contractor initially selected and commence negotiations with the next highest ranked responder.

## **2.11**

### **Notice of Intent to Award (NIA) —Responder Notification of Selection**

After the completion of contract negotiations, the Project Manager will issue a written Notice of Intent to Award (NIA) and send copies to all offeror's. The NIA will set out the names and addresses of all responder's and identify the proposal selected for award. The scores and placement of other responder's will not be part of the NIA.

## **SECTION THREE STANDARD CONTRACT INFORMATION**

### **3.01**

#### **Contract Type**

The selected contractor will be required to sign a City of Durham generated contract. A sample contract is located in Section 8. The actual contract may differ from the sample contract.

### **3.02**

#### **Contract Approval**

This RFP does not, by itself, obligate the City. The City's obligation will commence when the Durham City Council approves the contract. Upon written notice to the contractor, the City may set a different starting date for the contract. The City will not be responsible for any work done by the contractor, even work done in good faith, if it occurs before the contract start date set by the City.

### **3.03**

#### **Proposal as a Part of the Contract**

Part or all of this RFP and the successful proposal may be incorporated into the contract.

### **3.04**

#### **Additional Terms and Conditions**

The City reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

### **3.05**

#### **Insurance Requirements**

The contractor to whom this contract is awarded shall maintain commercial general liability insurance applicable to the work of this contract. Contractor shall also maintain workers' compensation insurance providing statutory benefits. An insurer that is approved to do business in North Carolina shall write coverage. Insurer shall agree to provide notice to City not less than 30 days before any change in coverage. A certificate is required to evidence this insurance, and shall be addressed to City of Durham, attention Pat Dickens, Finance Department, 101 City Hall Plaza, Durham, NC 27701.

### **3.06**

#### **Bid Deposit - Performance Bond - Surety Deposit**

##### ***Bid Bond***

A Bid Deposit will not be required.

##### ***Performance Bond***

A Performance Bond will not be required.

##### ***Surety Deposit***

A Surety Deposit will not be required.

### **3.07**

#### **Proposed Payment Procedures**



The City will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the project manager has approved the progress report and invoice.

### **3.08**

#### **Contract Payment**

No payment will be made until the contract is approved by the Durham City Council and has been fully executed by all parties. Under no conditions will the City be liable for the payment of any interest charges associated with the cost of the contract.

### **3.09**

#### **Informal Debriefing**

When the contract is completed, an informal debriefing may be performed at the discretion of the project manager. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

### **3.10**

#### **Termination for Default**

If the project manager determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the City may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

### **3.11**

#### **Contract Changes - Unanticipated Amendments**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The contractor will not commence additional work until the project manager has secured any required City approvals necessary for the amendment and issued a written contract amendment.

### **3.12**

#### **Contract Invalidation**

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

### **3.13**

#### **Non-Discrimination Clause**

The City of Durham opposes discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under city contracts.

### **3.14**

#### **EEO Provisions**

During the performance of this Contract the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these provisions.
- b. The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- c. The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding.
- d. In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts.
- e. Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

## **SECTION FOUR BACKGROUND INFORMATION**

### **4.01**

#### **Background Information**

Background information concerning this project is as follows: The last Pavement Management Survey was completed in December 2004 by a local engineering firm in conjunction with the Institute for Transportation Research and Education (ITRE), and a preference to maintain the current format is desired. There are now approximately 640 miles of roadway within the city's street system.

## **SECTION FIVE SCOPE OF WORK**

### **5.01**

#### **Scope of Work**

The Department of Public Works, Street Maintenance Division is soliciting proposals to update its Pavement management Survey. The scope of work for this project includes:

- A survey of the city's street system. The information gathered will include physical characteristics and pavement distress types. This survey will be conducted block-by-block or at break points established by the City of Durham centerline. Appropriate maps and required digital files will be provided by the City of Durham. All personnel and equipment to update the Pavement Management Survey are to be provided in the proposal.
- Additional items will be collected during field data collection. These attributes will flag street segments that have existing pavement markings needing repair, flag street segments exhibiting multi-layers of asphalt exceeding an elevation of one inch above curb and gutter, and flag number of lane miles per street segment.
- Use of pavement management software to identify maintenance needs, estimate costs, and calculate pavement condition ratings (PCRs) for each block or segment.
- The production of Summary Tables, an Alphabetical Listing, and a Priority Listing for the street system. Begin and end descriptions will reflect Centerline break points. Also, a digital copy of the finalized database will be provided in DBF format.

- Development of a technical report with tables and figures to summarize the condition of the street system and the recommended maintenance needs.
- A finalized shape file will be provided to the City of Durham containing all collected pavement data, PCR's, recommended maintenance activities and cost information.

## **5.02**

### **Deliverables**

The contractor will be required to provide the following deliverables:

- [a] Six (6) copies of the Summary Tables as an Alphabetical Listing of the Pavement Condition Survey.
- [b] Six (6) copies of the Summary tables as a Priority Listing of the Pavement Condition Survey.
- [c] Six (6) copies of a technical report with tables and figures to summarize the condition of the street system and the recommended maintenance needs.
- [d] Three (3) digital copies of the finalized database in DBF format.
- [e] Three (3) copies of the finalized shape file containing all collected pavement data, PCR's, recommended maintenance activities and cost information.

## **5.03**

### **Work Schedule**

The contract term and work schedule set out herein represent the City's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will likely be shifted by the same number of days.

The length of the contract will be from the date of award, approximately July 1, 2006, for approximately 200 calendar days until completion.

# **SECTION SIX PROPOSAL FORMAT AND CONTENT**

## **6.01**

### **Proposal Format and Content**

The City discourages overly lengthy and costly proposals, however, in order for the City to evaluate proposals fairly and completely, offerors should follow the format set out herein and provide all of the information requested.

## **6.02**

### **Introduction**

Proposals must include the complete name and address of their firm and the name, mailing address, and telephone number of the person the City should contact regarding the proposal.

Proposals must confirm that the firm will comply with all of the provisions in this RFP, and if applicable, provide notice that the firm qualifies as a City of Durham bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

## **6.03**

### **Understanding of the Project**

Offerors must provide a comprehensive narrative Statement that illustrates their understanding of the requirements of the project and the project schedule.

## **6.04**

### **Methodology Used for the Project**

Offerors must provide a comprehensive narrative Statement that sets out the methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the City's project schedule.

## **6.05**

### **Experience and Qualifications**

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, designate the individual

responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed, and
- [d] itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed.

## **6.06**

### **Cost Proposal**

Once the City selects the most qualified firm, negotiations will take place and at that time, the contractor must provide an itemized list of all direct and indirect costs associated with the performance of this contract including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

## **6.07**

### **Evaluation Criteria**

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out in section seven.

# **SECTION SEVEN**

## **EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**THE TOTAL NUMBER OF POINTS USED  
TO SCORE THIS CONTRACT IS 100**

## **7.01**

### **Understanding of the Project—5%**

Proposals will be evaluated against the questions set out below.

- [a] How well has the responder demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the responder identified pertinent issues and potential problems related to the project?
- [c] How well has the responder demonstrated that it understands the deliverables the City expects it to provide?
- [d] How well has the responder demonstrated that it understands the City's time schedule and can meet it?
- [e] Adherence to the City's M/WBE program.

## **7.02**

### **Methodology Used for the Project—15%**

Proposals will be evaluated against the questions set out below.

- [a] How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- [b] How well does the methodology match and contribute to achieving the objectives set out in the RFP?
- [c] How well does the methodology interface with the time schedule in the RFP?

## **7.03**

### **Management Plan for the Project—15%**

Proposals will be evaluated against the questions set out below.

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] How well is accountability completely and clearly defined?

- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] To what extent does the offeror already have the hardware, equipment, and licenses necessary to perform the contract?
- [f] Does it appear that the offeror can meet the schedule set out in the RFP?
- [g] How well have any potential problems been identified?
- [h] Is the proposal submitted responsive to all material requirements in the RFP?

## **7.04**

### **Experience and Qualifications—55%**

Proposals will be evaluated against the questions set out below.

*Questions regarding the personnel.*

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- [c] How extensive is the applicable education and experience of the personnel designated to work on the project.
- [d] How knowledgeable are the offeror's personnel of the local area and how many individuals have worked in the area previously?

*Questions regarding the firm:*

- [e] How well has the firm demonstrated experience in completing similar projects on time and within budget?
- [f] How successful is the general history of the firm regarding timely and successful completion of projects?
- [g] Has the firm provided letters of reference from previous clients?
- [h] How reasonable are the firm's cost estimates?



- [i] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

## **7.05**

### **Contract Cost—10%**

Overall, a minimum of 10% of the total evaluation points will be assigned to cost out below.

The lowest cost proposal will receive the maximum number of points allocated to cost. Committee will determine the point allocations for cost on the other proposals.

## **7.06**

### **Sample Evaluation Form**

## **SAMPLE EVALUATION FORM**

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name

Name of PEC Member

Date of Review

RFP Number

### ***EVALUATION CRITERIA AND SCORING***

***THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100***

### ***7.01 Understanding of the Project—5%***

- Maximum Point Value for this Section -- 5 Points  
*100 Points x 5% = 5 Points*

Proposals will be evaluated against the questions set out below.

*[a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?*

*[b] How well has the offeror identified pertinent issues and potential problems related to the project?*

*[c] How well has the offeror demonstrated that it understands the deliverables the City expects it to provide?*

*[d] How well has the offeror demonstrated that it understands the City's time schedule and can meet it?*

## **EVALUATOR'S POINT TOTAL FOR 7.01**

### ***7.02 Methodology Used for the Project—15%***

- Maximum Point Value for this Section -- 15 Points  
*100 Points x 15% = 15 Points*

Proposals will be evaluated against the questions set out below.

*[a] How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?*

*[b] How well does the methodology match and contribute to achieving the objectives set out in the RFP?*

*[c] How well does the methodology interface with the time schedule in the RFP?*

## EVALUATOR'S POINT TOTAL FOR 7.02

### ***7.03 Management Plan for the Project—15%***

- Maximum Point Value for this Section -- 15 Points

*100 Points x 15% = 15 Points*

Proposals will be evaluated against the questions set out below.

*[a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?*

*[b] How well is accountability defined?*

*[c] How clear is the organization of the project team?*

*[d] How well does the management plan illustrate the lines of authority and communication?*

*[e] To what extent does the offeror already have the hardware, equipment, and licenses necessary to perform the contract?*

*[f] Does it appear that offeror can meet the schedule set out in the RFP?*

*[g] To what extent has the contractor offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?*

*[h] Is the proposal practical, feasible, and within budget?*

*[i] To what extent have any potential problems been identified?*

### **EVALUATOR'S POINT TOTAL FOR 7.03**

#### **7.04 Experience and Qualifications—55%**

- Maximum Point Value for this Section -- 55 Points  
*100 Points x 55% = 55 Points*

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

*[a] How much experience on similar projects does the individuals assigned to the project has?*

*[b] How well do the resumes demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires and are resumes complete?*

*[c] How extensive is the applicable education and experience of the personnel designated to work on the project.*

*[d] How knowledgeable are the offeror's personnel of the local area and how many individuals have worked in the area previously?*

*Questions regarding the firm.*

*[e] How well has the firm demonstrated experience in completing similar projects on time and within budget?*

*[f] How successful is the general history of the firm regarding timely and successful completion of projects?*

*[g] Has the firm provided letters of reference from previous clients?*

*[h] How reasonable are the firm's cost estimates?*

*[i] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?*

#### **EVALUATOR'S POINT TOTAL FOR 7.04**

#### **7.05 Contract Cost —10%**

- Maximum Point Value for this Section -- 10 Points  
*100 Points x 10% = 10 Points*

Overall, a minimum of 10% of the total evaluation points will be assigned to cost.

#### **CONVERTING COST TO POINTS**

The lowest cost proposal will receive the maximum number of points allocated to cost.

#### **EVALUATOR'S POINT TOTAL FOR 7.05**

#### **EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS**

## **SECTION EIGHT ATTACHMENTS**

### **8.01 Attachments**

Standard Agreement Form  
Appendix A  
Appendix B1 or B2  
Notice of Intent to Award  
Proposal Evaluation Form  
Contractor Evaluation Form  
Checklist

### **8.02 Sample Contract**

CONTRACT FOR [*descriptive title*]

This contract is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by the City of Durham ("City") and [*name of firm*] ("Contractor"), [*Indicate type of entity, for instance: a corporation organized and existing under the laws of [name of State];*

*a professional corporation organized and existing under the laws of [name of State]; a professional association organized and existing under the laws of [name of State]; a limited partnership organized under the laws of [name of State]; a sole proprietorship; or a general partnership].*

Sec. 1. Background and Purpose.

Sec. 2. Services and Scope to be Performed. The Contractor shall *[state the services to be provided and the schedule for those services.]*. In this contract, "Work" means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to the City that arise out of this contract.

Sec. 3. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Compensation. The City shall pay the Contractor for the Work as follows: *[Describe the timing of payments, how amounts are calculated, etc. List the kinds of expenses, if any, that the City will reimburse.]*. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 5. Contractor's Billings to City. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. *[City staff - Add any special requirements or detail needed in the invoices.]* Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

Sec. 6. Insurance. *[Consult Risk Management.]*

Sec. 7. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in section 2 above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 8. Exhibits. The following exhibits are made a part of this contract:

Exhibit A *[Insert title of exhibit]* containing *[insert number]* page(s).

Exhibit B *[Insert title of exhibit]* containing *[insert number]* page(s).

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 9. Termination for Convenience ("TFC"). (a) *Procedure.* Without limiting any party's right to terminate for breach, the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. The City Manager may terminate under this section without City Council action. (b) *Obligations.* Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work.

In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) *Payment*. The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor a one hundred dollar TFC fee and for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment except as stated in this section because of TFC, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

*[Insert name and department]*

City of Durham

101 City Hall Plaza

Durham, NC 27701

The fax number is (919)\_\_\_\_\_.

To the Contractor:

*[Insert name and address]*

The fax number is \_\_\_\_\_.

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Trade Secrets and Confidentiality. The request for proposals section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Contractor's responses to the RFP). This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. The word "Proposer" used in that section shall mean the "Contractor." Sec. 12. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses



(included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 13. Miscellaneous

(a) Choice of Law and Forum. This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor

shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

(i) SDBE. The Contractor shall comply with all applicable provisions of Chapter 26 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that chapter shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that chapter, this contract, and State law. The Participation Plan submitted in accordance with that chapter is binding on the Contractor. Section 26-10(f) of that chapter provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Chapter 26 and not to the Contractor's alleged violations of other obligations.

(j) Prompt Payment to Subcontractors. Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any

payment to the subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the subcontractor interest, beginning on the 8<sup>th</sup> day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham. If the City's Project Manager [*City staff – if your contract uses another title for "Project Manager," you would substitute it here and in the rest of this section. –RW*] determines that it is appropriate to enforce this subsection (a), the City of Durham may withhold the sums estimated by the Project Manager to be sufficient to pay this interest from progress or final payments to the Contractor. (b) Nothing in this section shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%. (c) The City's Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

(k) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(l) Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract. (5) "Duties" includes obligations. (6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word "shall" is mandatory. (8) The word "day" means calendar day.

(m) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or a deputy or assistant City Manager signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other

than as set forth or referenced in this contract.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
City's finance officer

\_\_\_\_\_  
Date

## **8.03**

### **Equal Business Opportunity Ordinance**

**CITY OF DURHAM**

**SMALL DISADVANTAGED BUSINESS ENTERPRISE**

**PROFESSIONAL SERVICES FORM**



**Equal Opportunity/ Equity Assurance Department**

**Mailing Address:**

101 City Hall Plaza  
Durham, North Carolina 27701

**Street Address:**

211 Rigsbee Avenue  
Durham, North Carolina 27701

**Phone:** (919) 560-4180

**Facsimile:** (919) 560-4513

## **CITY OF DURHAM EQUAL BUSINESS OPPORTUNITY PROGRAM**

### **Policy Statement**

It is the policy of the City to provide equal opportunities for City contracting to small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct the present effects of past discrimination and to resolve complaints of discrimination.

### **Goals**

To increase the dollar value of all City contracts for goods and services awarded to small disadvantaged business enterprises, it is a desire of the City that the contractor will voluntarily undertake efforts to increase the participation of socially and economically disadvantaged individuals at higher skill and responsibility levels within non-minority firms engaged in contracting and subcontracting with the City.

The Equal Opportunity/Equity Assurance Director shall establish project specific goals for each project or contract based upon the availability of small disadvantaged business enterprises (SDBE's) within the defined scope of work, delineated into percentages of the total value of the work.

## **Equal Business Opportunity Ordinance SDBE Participation Documentation**

If applicable information is not submitted with your proposal, your proposal will be deemed non-responsive.

**Declaration of Performance** must be completed and submitted with your proposal.

**SDBE Participation Documentation** must be used to document participation of Small Disadvantaged Business Enterprise (SDBE) on Professional Services projects. All SDBEs must be certified by the City of Durham's Equal Opportunity/Equity Assurance Department prior to submission date. If a business listed has not been certified, the amount of participation will be reduced from the total utilization.

**Managerial Profile** must be used to list the managerial persons in your workforce who will be participating in this project.

**Equal Employment Opportunity Statement** for your company must be completed and submitted with your proposal.

**Employee Breakdown** must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

**Letter of Intent to Perform as a Sub-consultant/Subcontractor** must be completed for SDBEs proposed to perform on a contract. This form must be submitted with the proposal.

### **Post Proposal Submission SDBE Deviation**

Post proposal submission SDBE deviation participation documentation must be used to report and deviation from SDBE participation either prior to or subsequent to startup of the project. The Equal Opportunity/Equity Assurance Department must be notified if the proposed sub-consultant/subcontractor is unable to perform and for what reasons. Substitutions of sub-consultants/subcontractor, both prior to and after awarding of a contract, are subject to City approval.

### **SDBE Goals Not Met/Documentation of Good Faith Efforts**

It is the responsibility of consultants/contractors to make good faith efforts. Good Faith Efforts means the sum total of efforts by a particular business to provide equitable participation of socially and economically disadvantaged employees and sub-consultants/subcontractors.

Whenever contract alternatives, amendments or extra work orders are made individually or in the aggregate, which increase the total value of the original contract, the consultant must make a good faith effort to increase SDBE participation such that the amounts subcontracted are consistent with the established goals.



# **SELECTION OF CONSULTANTS/CONTRACTORS FOR ARCHITECTURAL/ENGINEERING AND OTHER PROFESSIONAL SERVICES**

## **Goal**

The purpose is to provide Small Disadvantaged Businesses equal opportunities for participation on City of Durham contracts.

## **Definition of the Scope of the Selection Policy**

The Equal Opportunity/Equity Assurance Director shall establish SDBE participation goals for each contract to be awarded by the City. Project specific goals for each project or contract will be based upon the availability of small disadvantaged business enterprises (SDBE's) within the defined scope of work, delineated into percentages of the total value of the work.

## **Small Disadvantaged Business Proposal Requirements**

The prime consultant/contractor shall submit a proposal in accordance with the City of Durham's Request for Proposal. In addition, the prime consultant/contractor must submit all required Professional Services SDBE Forms.

## **Selection Committee for Professional Services**

A selection committee shall be established to be composed of the following: City Manager or a designated representative of this office; Director of Finance or a designated representative of this office; department head responsible for the project; City Engineer if engineering services are involved; the Equal Opportunity/Equity Assurance Director and Purchasing Manager. Other representatives shall be called upon as needed based on their areas of expertise.

The committee shall screen the proposals based on the following criteria:

1. Firms; interest in the project;
2. Current work in progress by firm;
3. Past experience with similar projects;
4. General proposal for carrying out the required work;
5. Designation of key personnel who will handle the project, with resume for each;
6. Proposed associate consultants/contractors, SDBE subconsultants;
7. Indication of capability for handling project;
8. Familiarity with the project;
9. Fees that have been charged for recent comparable projects;
10. References;
11. SDBE Participation; and
12. Documentation of Good Faith efforts.

After ranking the firms presenting proposals based on the above criteria, interviews will be conducted by the selection committee with the top ranked firms (3-5). The contracting department will make the final recommendation, prepare contracts for review by the City Attorney, and prepare the recommendation for the City Council including the following:

1. Description and scope of the project;
2. Recommended firm;
3. Contract cost;
4. Time limits;
5. Basis for selection;
6. Source for funding;
7. Equal Business Opportunity Ordinance compliance; and
8. Recommendation that the contract be approved by the City Council.

### **Contract Award**

A provision must be written in each contract with an architect or engineer requiring them to work with Equal Opportunity/Equity Assurance Department in creating and identifying separate work.

### **Project Evaluation**

An evaluation shall be made of each contract after its completion to be used in consideration of future professional services contracts. The evaluation shall cover appropriate items from the check list for ranking applicants. A copy of the evaluation shall be given to the consultant, and any comment he/she cares to make shall be included in the files.

## **DECLARATION OF PERFORMANCE BY CONSULTANT/CONTRACTOR**

Briefly address each of the following items:

1. A brief synopsis of the company and the products/services it provides:
  
  
  
  
  
2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:
  
  
  
  
  
3. List anyone outside of your company with whom you will contract on this bid:

The undersigned consultant/contractor certifies that: (check appropriate box)

- a) \_\_\_\_\_ It is the normal business practice of the consultant/contractor to perform all elements of the contract with its own workforce without the use of subcontractors/vendors; and
  
- b) \_\_\_\_\_ That the above documentation demonstrates this *firm's* capabilities to perform all elements of the contract with its own work force or without the use of subcontractors/vendors.
  
- c) \_\_\_\_\_ The vendor/contractor will use a subconsultant(s) in the fulfillment of this scope of work.

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<b>Date</b>	<b>Authorized Signature</b>
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**PARTICIPATION DOCUMENTATION**  
**(TO BE COMPLETED BY PRIME CONSULTANT/CONTRACTOR ONLY)**

<b>Names of all firms (including prime and sub consultants/ Sub contractors)</b>	<b>Location</b>	<b>SDBE Firm Yes/No</b>	<b>Nature of Participation</b>	<b>% of Project Work</b>

**TOTAL** \_\_\_\_\_

\_\_\_\_\_  
**Name - Authorized Officer of Prime Consultant/Contractor Firm (Print/Type)**

\_\_\_\_\_  
**Signature - Authorized Officer of Prime Consultant/Contractor Firm**

\_\_\_\_\_  
**Date**

## MANAGERIAL PROFILE

Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Date: \_\_\_\_\_

List the managerial persons in your work force who will be participating in this project, including name, position, and whether the individuals are minority or woman within the definition\* of the City of Durham's Equal Business Opportunity Ordinance.

### Managerial Employees

NAME	POSITION	SOCIALLY/ECONOMICALLY DISADVANTAGED* (YES/NO)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\* M-Minority(African American), W-Woman, Other-H-Hispanic, AI-American Indian, AS-Asian American, Handicapped

## **EQUAL OPPORTUNITY STATEMENT**

(You may submit your organization's EEO policy in lieu of this sheet)

## EMPLOYEE BREAKDOWN

### Part A – Employee Statistics for the Primary Location

#### MALES

#### FEMALES

Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

### Part B – Employee Statistics for the Consolidated Company (See *instructions for this form on whether this part is required.*)

#### MALES

#### FEMALES

Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

EEO-1 Report may be submitted in lieu of this form

### Letter of Intent to Perform as a Sub-Consultant

The undersigned intends to perform work in connection with the above project as a SDBE:

Minority (African American)

Woman

Hispanic

American Indian

Asian American

Handicapped

The SDBE status of the undersigned is certified by the City of Durham as identified by the attached copy of certification or the attached SDBE Contractor Identification List supplied by the EO/EA Department.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

<u>ITEMS</u>	<u>PROJECTED COMMENCEMENT DATE</u>	<u>PROJECTED COMPLETION DATE</u>

The undersigned will subcontract \_\_\_\_\_% of the dollar value of this contract to a SDBE subconsultant/subcontractor and/or non-SDBE subconsultant/subcontractor.

The undersigned will enter into a formal agreement in the amount of \$\_\_\_\_\_ for the above work with you, conditioned upon your execution of a contract with the City of Durham.

Name \_\_\_\_\_ Title \_\_\_\_\_

Company \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_



## REQUEST TO CHANGE SDBE PARTICIPATION

Project: \_\_\_\_\_

Name of bidder or consultant: \_\_\_\_\_

Name and title of representative bidder or consultant: \_\_\_\_\_

Address (including zip code): \_\_\_\_\_

Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Email address: \_\_\_\_\_

Total amount of original contract, before any change orders or amendments: \_\_\_\_\_

Total amount of the contract, including all approved change orders and amendments to date, but not counting the changes proposed in this form: \_\_\_\_\_

Dollar amount of changes proposed in this form: \_\_\_\_\_

The proposed change (*check one*) ☐ **increases** ☐ **decreases** the dollar amount of the bidder's/consultant's contract with the City.

Does the proposed change decrease the SDBE participation? (*check one*) ☐ **yes**  
☐ **no**

If the answer is **yes**, complete the following:

**BOX A. For the subcontract proposed to be changed (increased, reduced, or eliminated):**

Name of subconsultant: \_\_\_\_\_

Goods and services to be provided before this proposed change: \_\_\_\_\_

Is it proposed to eliminate this subcontract? ☐ yes ☐ no

If the subcontract is to be increased or reduced, describe the nature of the change (*such as adding \$5,000 in environmental work and deleting \$7,000 in architectural*):  
\_\_\_\_\_  
\_\_\_\_\_

Dollar amount of this subcontract before this proposed change: \_\_\_\_\_

Dollar amount of this subcontract after this proposed change: \_\_\_\_\_

This subconsultant is (*check one*):

☐ 1. City-certified Black-owned SDBE

☐ 2. City-certified Women-owned SDBE

☐ 3. City-certified SDBE that is neither Black-owned nor women owned, but to be credited as

3(a) ☐ Black-owned SDBE

3(b) ☐ Women-owned SDBE

☐ 4. not a City-certified SDBE

**BOX B. Proposed subcontracts other than the subcontract described in Box A above**

Name of subcontractor for the new work: \_\_\_\_\_

Goods and services to be provided by this proposed subcontract: \_\_\_\_\_

\_\_\_\_\_

Dollar amount proposed of this proposed subcontract: \_\_\_\_\_

This subcontractor is (*check one*):

☐ 1. City-certified Black-owned SDBE

☐ 2. City-certified women-owned SDBE

3. City-certified SDBE that is neither Black-owned nor women owned, but to be credited as

3(a) ☐ Black-owned SDBE

3(b) ☐ Women-owned SDBE

☐ 4. not a City-certified SDBE

*Add additional sheets as necessary.*

**SDBE GOALS NOT HAVING BEEN MET. The following information must be presented by the consultant concerning good faith efforts taken.**

It is the responsibility of consultants to make good faith efforts. Any act or omission by the City shall not relieve them of this responsibility. For future efforts, it shall be comprised of such efforts which are proposed to allow equitable participation of socially and economically disadvantaged employees and sub-consultants/subcontractors. The City Manager shall apply the following criteria, with due consideration of the quality, quantity, intensity and timeliness of efforts of consultants/contractors, in determining good faith efforts to engage SDBEs along with other criteria that the City Manager deems proper:

Name of Bidder: \_\_\_\_\_

*If you find it helpful, feel free to attach pages to explain your answers. **How many pages is your firm attaching to this questionnaire?** \_\_\_\_\_ (Don't count the 2 pages of this questionnaire.)*

***If a yes or no answer is not appropriate, please explain the facts. All of the answers to these questions relate only to the time before your firm submitted its bid or proposal to the City. In other words, actions that your firm took after it submitted the bid or proposal to the City cannot be mentioned or used in any answers.***

**1. SOLICITING SDBEs.**

(a) Did your firm solicit, through all reasonable and available means, the interest of all SDBEs certified (that is, in the City's database) in the scopes of work of the contract? ☐ **yes** ☐ **no**

(b) In such soliciting, did your firm advertise? ☐ **yes** ☐ **no** Are you attaching copies to this questionnaire, indicating the dates and names of newspaper or other publication for each ad if that information is not already on the ads? ☐ **yes** ☐ **no**

(c) In such soliciting, did your firm send written (including electronic) notices or letters? Are you attaching one or more sample notices or letters? ☐ **yes** ☐ **no**

(d) Did your firm attend the pre-bid conference? ☐ **yes** ☐ **no**

(e) Did your firm provide interested SDBEs with timely, adequate information about the plans, specifications, and requirements of the contract? ☐ **yes** ☐ **no**

(f) Did your firm follow up with SDBEs that showed interest? ☐ **yes** ☐ **no**

(g) With reference to the SDBEs that your firm notified of the type of work to be subcontracted -- Did your firm tell them:

(i) the specific work your firm was considering for subcontracting? ☐ **yes**  
☐ **no**

(ii) that their interest in the contract is being solicited? ☐ **yes** ☐ **no**

(iii) how to obtain and inspect the applicable plans and specifications and descriptions of items to be purchased? ☐ **yes** ☐ **no**

**2. BREAKING DOWN THE WORK.**

(a) Did your firm select portions of the work to be performed by SDBEs in order to increase the likelihood that the goals would be reached? ☐ **yes** ☐ **no**

(b) If **yes**, please describe the portions selected. **ANSWER:**

**3. NEGOTIATION.** In your answers to 3, you may omit information regarding SDBEs for which you are providing Form E-105.

(a) What are the names, addresses, and telephone numbers of SDBEs that you contacted? **ANSWER:**

(b) Describe the information that you provided to the SDBEs regarding the plans and specifications for the work selected for potential subcontracting. **ANSWER:**

(c) Why could your firm not reach agreements with the SDBEs that your firm made contact with? Be specific. **ANSWER:**

**4. ASSISTANCE TO SDBEs ON BONDING, CREDIT, AND INSURANCE.**

(a) Did your firm or the City require any subcontractors to have bonds, lines of credit, or insurance?

☐ **yes** ☐ **no** (Note: In most projects, the City has no such requirement for subcontractors.)

(b) If the answer to (a) is **yes**, did your firm make efforts to assist SDBEs to obtain bonds, lines of credit, or insurance? ☐ **yes** ☐ **no** If **yes**, describe your firm's efforts. **ANSWER:**

(c) Did your firm provide alternatives to bonding or insurance for potential subcontractors? ☐ **yes** ☐ **no** If **yes**, describe. **ANSWER:**

**5. GOODS AND SERVICES.** What efforts did your firm make to help interested SDBEs to obtain goods or services relevant to the proposed subcontracting work? **ANSWER:**

**6. USING OTHER SERVICES.**

(a) Did your firm use the services of the City to help solicit SDBEs for the work? ☐  
**yes** ☐ **no** Please explain. **ANSWER:**

(b) Did your firm use the services of available minority/women community organizations, minority and women contractors' groups, government-sponsored minority/women business assistance agencies, and other appropriate organizations to help solicit SDBEs for the work? ☐ **yes** ☐ **no** Please explain. **ANSWER:**